



July 24, 2013

Letter of Appeal
FCC

Funding Commitment Decision Letter for Funding Year 2012

Contact: Dan Warren, Director of Technology or
Donna Pittman
1915 Prospect Road
Des Moines, Iowa 50310
515-242-8192 (v), 515-242-7377 (fax)
danny.warren@dmschools.org

RE: Des Moines Indep School District
Form 471 Application Number: 855345
Billed Entity Number (BEN): 131976
Billed Entity FCC RN: 0011865912
Applicant Form Identifier: DMPS471-Web

Service Provider: eChalk, Inc.
SPIN: 143020189

Ruling: The Contract Award Date was changed from 03/13/2012 to 04/04/2012 to agree with the documentation provided during the review of the FCC Form 471. No contract was in place when the FCC Form 471 Certification was filed.

Appeal: We believe the necessary steps were taken. We first conducted the bid evaluations and eChalk was selected. An email (see attachment #1) was sent to the vendor indicating that they were selected on March 5, 2012. A response from the vendor via email was received on March 5, 2012. The contract was approved by our Board of Directors on March 13, 2012 (see attachment #2). Therefore, the agreement was in place even if the service order was not signed by our superintendent until April 4, 2012. The most important date is when the board of directors takes action and once voted on is a binding agreement on the district.

On March 23, 2012, eChalk sent an addendum to our contract (the service order). It was signed and dated on March 26, 2012 by our Superintendent (see attachment #3).

Thank you for your consideration.

Sincerely,


Dan Warren


Donna Pittman
Attachments (3)



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2012-2013

July 15, 2013

Donna Pittman
Des Moines Indep School Dist
1915 Prospect Road
Des Moines, IA 50310

Re: Applicant Name: DES MOINES INDEP SCHOOL DIST
Billed Entity Number: 131976
Form 471 Application Number: 855345
Funding Request Number(s): 2327082
Your Correspondence Dated: June 19, 2013

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2012 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2327082
Decision on Appeal: **Denied**
Explanation:

- According to our records, it was determined that no contract was in place when the FCC Form 471 Certification was filed. FCC Rules require that a contract be signed and dated by the applicant prior to the filing of the FCC Form 471 Certification for the products and services requested. On appeal you did not provide any new information indicating that USAC had erred in its original decision. Consequently, your appeal is denied.
- USAC has determined, that at the time you submitted your FCC Form 471 application, you did not have a contract with your service provider(s), which meets your state and local or the FCC's definition of a contract. Additionally, the services you requested are not non-contracted tariff or month-to-month services. Except for services to be delivered under non-contracted tariff or month-to-month

arrangements, FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." *See* 47 C.F.R. sec. 54.504(a). In your appeal, you did not demonstrate that USAC's decision was incorrect. As USAC does not have authority to waive the FCC rules of the program, your appeal is denied.

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



June 19, 2013

Letter of Appeal
Schools and Libraries Division – Correspondence Unit

Funding Commitment Decision Letter for Funding Year 2012

Contact: Dan Warren, Director of Technology or
Donna Pittman
1915 Prospect Road
Des Moines, Iowa 50310
515-242-8192 (v), 515-242-7377 (fax)
danny.warren@dmschools.org

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On March 23, 2012, eChalk sent an addendum to our contract (the service order). It was signed and dated on March 26, 2012 by our Superintendent (see attachment #3).

Thank you for your consideration.

Sincerely,


Dan Warren


Donna Pittman

Attachments (3)

Pittman, Donna

From: Gina Magaruh <gmagaruh@echalk.com>
Sent: Monday, March 05, 2012 1:28 PM
To: Pittman, Donna
Cc: Warren JR, Danny; Broich, Connie
Subject: RE: Form 470_ 171470001015571

#1

Thank you Dan, Donna, and Connie!

On behalf of eChalk, I would like to express our sincere appreciation for your confidence in our team. As your partner, we are looking forward to helping you accomplish great things at Des Moines Public Schools.

In preparation for the March 13th Board Meeting, I will be sending you the Service Order (SO) for your signature. Since the district has already signed the Master Services Agreement (MSA) with the North HS pilot, you will not have to sign another one. I will also be sending paperwork that may aid in the Form 471 filing to use at your discretion.

Please let me know if you wish me to be in attendance at the Board Meeting.

Sincere thanks,
Gina

Gina Magaruh
Regional Sales Executive



14 Pinehurst Green Way
Greenville, SC 29609
864-908-9871 DIRECT
800.809.3349 TOLL-FREE
864-322-5009 FAX

www.echalk.com

Facebook: <http://www.facebook.com/echalknation>

Twitter: <http://twitter.com/echalk>

From: Pittman, Donna [<mailto:donna.pittman@dmschools.org>]
Sent: Monday, March 05, 2012 2:03 PM
To: Gina Magaruh
Cc: Warren JR, Danny; Broich, Connie
Subject: Form 470_ 171470001015571

This letter is notifying you that the Des Moines Public Schools has awarded eChalk (for E-rate purposes) the telecommunications/internet web hosting service for the FY13-15. This E-Rate contract does not bind the district to do a set amount of work with eChalk.

This will be going to our board for approval on March 13th.

Thank you for your interest in serving the Des Moines Public Schools District and we look forward to a successful business relationship.

Thank you,



Dan Warren
Director, Technology Operations

Donna Pittman
Technology Department

Donna Pittman
Technology Support Specialist
Des Moines Public Schools
1915 Prospect Road
Des Moines, Iowa 50310
515-242-7993 (v)
515-242-7377 (f)
donna.pittman@dmpls.k12.ia.us

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Item No. 9

Page 1 of 2

Subject: APPROVAL OF CONTRACTS

For: ACTION

Contact: Various

Attachments: None

Contract No. 12-004

Project: MICROSOFT SCHOOL AGREEMENT YEAR 2012-2013

Contractor: Microsoft Corp.

Background: The Microsoft School Agreement is a subscription licensing program for K-12 schools and districts. DMPS will be licensed for all software upgrades and downgrades during the licensed period for all faculty, staff, and students.

Financial:

Revenues: \$100,000

Expenses: \$252,516.43

Funding Source: \$100,000 from the Microsoft Settlement account
\$152,516.43 from the Tech Service account

Term: Fiscal year 2012-2013

New or Renewal: Renewal (third year in a three-year agreement)

Contact: Dan Warren (danny.warren@dmschools.org; 242-8192)

Contract No. 12-005

Project: Student Teaching Agreement

Contractor: Utah Valley University

Background: The Des Moines Public Schools has provided student teaching experiences for students from various colleges and universities for a number of years. College students are placed with teachers throughout the district for either a full or half semester. The individual teacher receives remuneration from the appropriate university. This agreement sets forth the general terms and conditions for placing student teachers, pre-kindergarten through 12th.

Item No. 9

Page 2 of 2

Financial:

Revenues: None

Expenses: None

Term: Beginning March 1, 2012**New or Renewal:** New**Contact:** Thomas Mitchell, Director (thomas.mitchell@dmschools.org; 242-7967)**Contract No. 12-006****Project:** E-Rate Contract for Eligible Internet/Telecommunication Services**Contractor:** eChalk

Background: The Universal Service Fund (E-Rate) program requires the district to establish contracts with providers of eligible E-Rate service. These vendors must be chosen through a competitive bid process that complies with both local and E-Rate bidding requirements.

These requirements have been met, and eChalk has been selected to provide the eligible telecommunication/internet web hosting services.

DMPS is requesting \$260,350.00 after E-Rate over a three-year period from the E-Rate program to support the E-Rate eligible work done by eChalk in fiscal years 2013-15. The actual services will be provided by eChalk and be based on district needs and resource allocation. This E-Rate contract does not bind the district to do a set amount of work with eChalk.

Financial:

Revenues: 0

Expenses: up to \$86,826.22/annually

Term: Three year: July 1, 2012 – June 30, 2015**New or Renewal:** New



March 23, 2012

Des Moines Public Schools (the "District")
901 Walnut Street
Des Moines, IA 50309

Re: Service Order 07-5044-43006

Dear Mr. Ahart:

As a point of clarification with respect to the service order referenced above, respecting which this letter shall serve as a contract addendum.

Both parties acknowledge and agree that the District at any time during the term of the agreement may in writing request a reduction in services due.

At such time eChalk will issue a Change Order reflecting the revised number of schools along with the associated change in contract pricing.

On behalf of the Client:

Signature

Name

Title

Date

Thomas M. Ahart

THOMAS M. AHART

Asso. Supt. for Teaching & Learning

26 Mar 2012

On behalf of eChalk:

Signature

Name

VP Finance

Title

3/23/2012

Date

John Aiello

John Aiello

VP Finance

Title

3/23/2012

Date

eCHALK SERVICE ORDER

This order for the services set forth herein constitutes a Service Order to the Master Services Agreement² (MSA #07-5044) between eChalk Inc. ("eChalk") and Des Moines Public Schools (the "Client") collectively, the "Agreement."

Client Contact Information:

Des Moines Public Schools
901 Walnut St
Des Moines IA 50309
(515) 242-7911
(515) 242-7579

eChalk Contact Information:

eChalk
199 Water Street
New York NY 10038
(800) 809-3349
(866) 662-5078 (fax)

Ordered Services and Fees. eChalk agrees to provide the Client with the following services ("Ordered Services") which are detailed in the Description of Services document. Upon execution of this order the Client agrees to be invoiced by and to pay eChalk the total nonrefundable cost set forth below for the Ordered Services.

Description	Unit	Qty.	Service Date	End Date	Price per Unit	Number of Months	Total Eligible Cost ¹	Eligible Cost ²	SLD Cost ³	Customer Net Cost ⁴	
eChalkAnytime - Tier 4	Site(s)	65.00	7/1/2012	6/30/2015	\$1,090.00	36	\$212,550.00	94%	\$199,797.00	\$143,853.84	\$68,696.16
Student Account Licenses (MS/Gmail Integration) - Tier 4	Accts	32,000.00	7/1/2014	6/30/2015	\$3.20	12	\$102,400.00	94%	\$96,256.00	\$69,304.32	\$33,095.68
Student Account Licenses (MS/Gmail Integration) - Tier 4	Accts	10,000.00	7/1/2012	6/30/2013	\$3.20	12	\$32,000.00	94%	\$30,080.00	\$21,657.60	\$10,342.40
Student Account Licenses (MS/Gmail Integration) - Tier 4	Accts	20,000.00	7/1/2013	6/30/2014	\$3.20	12	\$64,000.00	94%	\$60,160.00	\$43,315.20	\$20,684.80
eChalk Essential Support	Site(s)	65.00	7/1/2012	6/30/2015	\$300.00	36	\$58,500.00	0%	\$0.00	\$0.00	\$58,500.00
Professional Learning Day	Day(s)	10.00	7/1/2012	6/30/2013	\$2,195.00	One-Time	\$21,950.00	0%	\$0.00	\$0.00	\$21,950.00
On-Site eChalk Administrator Training	Day(s)	5.00	7/1/2013	6/30/2014	\$2,195.00	One-Time	\$10,975.00	94%	\$10,316.50	\$7,427.88	\$3,547.12
On-Site eChalk Administrator Training	Day(s)	5.00	7/1/2014	6/30/2015	\$2,195.00	One-Time	\$10,975.00	94%	\$10,316.50	\$7,427.88	\$3,547.12
On-Site eChalk Administrator Training	Day(s)	8.00	7/1/2012	6/30/2013	\$2,195.00	One-Time	\$17,560.00	94%	\$16,506.40	\$11,884.61	\$5,675.39
eChalk Data Certification (60-69 Sites)	District	1.00	7/1/2012	6/30/2015	\$3,500.00	One-Time	\$3,500.00	0%	\$0.00	\$0.00	\$3,500.00
eChalkSISWindow	District	1.00	7/1/2014	6/30/2015	\$2,000.00	One-Time	\$2,000.00	0%	\$0.00	\$0.00	\$2,000.00
eChalkSISWindow	District	1.00	7/1/2013	6/30/2014	\$2,000.00	One-Time	\$2,000.00	0%	\$0.00	\$0.00	\$2,000.00
eChalkSISWindow	District	1.00	7/1/2012	6/30/2013	\$2,000.00	One-Time	\$2,000.00	0%	\$0.00	\$0.00	\$2,000.00
eChalk Data Transfer	Site(s)	65.00	7/1/2012	6/30/2015	\$250.00	36	\$48,750.00	0%	\$0.00	\$0.00	\$48,750.00
Multi-Year Essential Support Discount	Discount	65.00	7/1/2012	6/30/2015	(\$100.00)	36	(\$19,500.00)	0%	\$0.00	\$0.00	(\$19,500.00)
Professional Learning Volume Discount - 5 Day Package	Day(s)	2.00	7/1/2012	6/30/2013	(\$1,980.00)	One-Time	(\$3,960.00)	0%	\$0.00	\$0.00	(\$3,960.00)
Sales Services Discount	Discount	350.00	7/1/2012	6/30/2013	(\$1.00)	One-Time	(\$350.00)	0%	\$0.00	\$0.00	(\$350.00)
TOTAL							\$565,350.00		\$423,432.40	\$304,871.33	\$260,478.67

Multi-Year Breakdown	Annual Total Cost	Annual Eligible Cost ²	Annual SLD Cost ³	Annual Customer Net Cost ⁴
Year 1	\$172,800.00	\$113,185.40	\$81,493.49	\$91,306.51
Year 2	\$177,075.00	\$137,075.50	\$98,694.36	\$78,380.64
Year 3	\$215,475.00	\$173,171.50	\$124,683.48	\$90,791.52

Service Start Date: 7/1/2012
Service End Date: 6/30/2015

Contract Expiration Date: 6/30/2015

On behalf of the Client:

On behalf of eChalk:



¹ This offer expires as of the date noted above or as of the promotional offer expiration date, whichever is earlier. For orders associated with E-Rate this offer will expire as of the date noted above or on the FCC form 471 filing deadline, whichever is earlier.

² In the event of a conflict between the Master Services Agreement, the Service Order(s), and any terms and conditions contained in any purchase order issued by the Client, the order of priority for purposes of interpretation shall be the Master Services Agreement and then this Service Order. Any terms and conditions contained in a purchase order issued by the Client shall not be controlling.

³ Such amount does not include sales, value added or similar taxes of any nature. The Client shall pay applicable taxes when invoiced by eChalk or shall supply appropriate tax exemption certificates in a form satisfactory to eChalk. All invoices are net 30 days and are nonrefundable. Irrespective of the status of E-Rate funding, full payment of the total cost of this agreement is due no later than 120 days from the service start date.

⁴ **E-Rate Eligible %:** eChalkAnytime, eChalkClassview, and eChalkPLC are 94% E-Rate eligible. eChalkWebvantage is 80% E-Rate eligible. Bundled ineligible services include file storage and content editing features and have been cost allocated out of this pricing. On-Site eChalk Administrator training has the same eligibility level as the type of service on which the training is focused. Percentage is subject to change by the SLD (USAC).

⁵ **E-Rate Eligible Cost:** The Total Cost multiplied by the E-Rate Eligible %. Percentage is subject to change by the SLD (USAC).

⁶ **SLD Cost:** Based on the Client's reported E-Rate discount of 72%. Percentage is subject to change by the SLD (USAC).

⁷ **Customer Net Cost:** The Total Cost less the amount reimbursed by the SLD (SLD Cost).

⁸ **Contract Expiration Date:** The terms and conditions of this contract shall be valid through this date. If this agreement is terminated prior to the contract expiration date a 10% early termination fee will be added to the total cost of the contract. In accordance with SLD guidelines, upon mutual written agreement of both parties, the Client has the option to voluntarily extend (If Applicable) this contract thru the Contract Expiration Date and in accordance with the Client's 470 form filing. Such Contract Expiration Date may not exceed the provisions defined by the SLD (USAC) which are subject to change from time to time. Any contract extension will be in accordance with the eChalk pricing in effect at the time of the contract extension.

Professional Learning Service (If Applicable)

- eChalk's "On-site Administrator Training" (E-Rate eligible) is provided for Client Site Managers or Site Administrators only. E-Rate training days may not be used for end-user training (e.g. teacher training or train-the-trainer programs).
- All Professional learning services expire as of the Service End Date indicated on a customer's eChalk Service Order. No refunds or carryovers will be given for cancelled, unused, or unattended sessions.
- Each training day includes one (1) instructor. For hands-on training sessions only, eChalk maintains a maximum number of participants per session of 18 individuals per eChalk instructor. Schools/districts that need to accommodate more participants in a hands-on training session may use additional purchased training days to request additional eChalk instructors for these sessions. Schools/Districts that exceed 18 participants for a hands-on training session will be charged an additional fee of \$150.00 for each additional participant.
- There is a two-week cancellation policy for all eChalk professional learning services. Any scheduled and confirmed services must be cancelled at least two weeks prior to the scheduled date in order to be eligible for rescheduling without cost.
- The full Professional Learning Services terms and conditions can be found on the eChalk web site (www.echalk.com).

The terms and conditions of this agreement are confidential. Disclosure of said terms and conditions will require eChalk's prior written approval.

BEAR Form Discounts (If Applicable): Full payment to eChalk of the total cost of this contract is due and payable no later than 30 days from the service start date. For Multi-year Service Orders, full payment for the associated E-Rate funding year must be received no later than 30 days from the service start date of that funding year. The Client will forfeit the BEAR Form Discounts if payment is not received by the 30th day from the service start date. Upon forfeiture the Client will be invoiced the total BEAR Form Discount, which will be due net 30 days. All Service Orders that contain a BEAR Form Discount require the Client to file Form 477 (BEAR form) for reimbursement of their E-Rate discount in accordance with USAC guidelines.



Signature

Thomas M. Aiello

Name

ASSA SUPERINTENDENT FOR TECHNICAL LEARNING

Title

04 APRIL 2012

Date

Signature

John Aiello

Name

VP Finance

Title

3/5/2012

Approval Date



March 23, 2012

Des Moines Public Schools (the "District")
901 Walnut Street
Des Moines, IA 50309

Re: Service Order 07-5044-43006

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Both parties acknowledge and agree that the District at any time during the term of the agreement may in writing request a reduction in services due.

At such time eChalk will issue a Change Order reflecting the revised number of schools along with the associated change in contract pricing.

On behalf of the Client:

Signature

Name

Title

Date

Thomas A. Alver

Asso. Supr. for Technology Learning

26 Mar 2012

On behalf of eChalk:

Signature

Name

VP Finance

Title

3/23/2011

Date

Item No. 9

Page 2 of 2

Financial:

Revenues: None

Expenses: None

Term: Beginning March 1, 2012**New or Renewal:** New**Contact:** Thomas Mitchell, Director (thomas.mitchell@dmschools.org; 242-7967)**Contract No. 12-006****Project:** E-Rate Contract for Eligible Internet/Telecommunication Services**Contractor:** eChalk

Background: The Universal Service Fund (E-Rate) program requires the district to establish contracts with providers of eligible E-Rate service. These vendors must be chosen through a competitive bid process that complies with both local and E-Rate bidding requirements.

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